

How to use this example contract:

1. The most important item is that the local authority review the entire contract to be sure it fits the needs of the debris removal.
2. All items in red should be modified for the specific local entity.
3. All items in blue are attachments or sections that should be added by the local authority.
4. All items highlighted in yellow contain comments.
5. The local entity's lawyer should review the example contract to be sure it does not contradict any local laws, regulations or local contracting standards.
6. Some attachments need to be supplied by the local community.
7. Specific issues which are not included in this standard example should be added. Examples include HTW handling, debris classification, etc.

**THIS DOCUMENT IS AN INCOMPLETE CONTRACT
AND TO BE USED FOR INFORMATIONAL
PURPOSES AND AS A GUIDE ONLY**

**DRAFT SCOPE OF WORK
FOR DEBRIS REMOVAL
RELATED TO [DISASTER INFORMATION]
IN [COUNTY OR CITY NAME], [STATE]
UNIT PRICE BY TONNAGE**

1.0 GENERAL.

The purpose of this contract is to remove and dispose of all eligible debris from the [City Name] [County Name] [State Name] Rights-of-Way (ROW) [and applicant owned property]. The area to be included as part of this contract is located within the [city limits County or State, attached drawings, etc.].

2.0 SERVICES.

- 2.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the [City] [County] [State] ROW [and applicant owned property].
- 2.2. The debris shall be taken to an approved dumpsite(s) indicated on the attached maps. All necessary permits shall be obtained by the [Contractor] [City] [County] [State].
- 2.3. The estimated amount of debris to be removed under this contract is shown on the individual bid schedules, but not guaranteed. The unit price on the individual bid schedules will be used for payment.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the [County] [City] [State] shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the [County] [City] [State] prior to beginning the work.
- 2.5. Haul and Dispose. The work shall consist of clearing, [separating,] and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining [and sorting] debris to determine whether or not debris is eligible and to determine whether eligible debris is [burnable or non-burnable] (or other categories specific to the project site); 2) loading [and sorting] the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. The [contracting officers representative (COR) or other contracting term used by the local community. This should be changed throughout the contract] shall be immediately

Comment [M1]: May need to change this to incineratable or non-incineratable if a sensitive issue with local authorities.

notified of any ineligible debris placed at the right of way for collection. The Contractor is liable for all ineligible debris handled during the life of this contract.

- 2.5.1. [Specifics on hauling of certain types of debris should be inserted into this section. This would occur when different types of debris are transported to different locations.]
- 2.5.2. The Contractor shall make a maximum of [# of passes (three is typical)] passes. The Contractor shall leave a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the [contracting officers representative (COR) or other contracting term used by the local community. This should be changed throughout the contract].
- 2.5.3. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract.
- 2.6. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the [City] [County] [State]. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.
- 2.7. The contractor shall use equipment and perform work in a manner to prevent damages to [City's] [County's] [State's] infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the [City] [County] [State]. All [tracked] equipment shall be approved by the [County] [City] [State] prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.9. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.10. All work shall be accomplished in a safe manner in accordance with [[County] [City] [State] Safety Standards and] OSHA standards.

3.0 LOAD TICKETS.

3.1. Load Tickets shall be used for recording the load information of debris removed for disposal. Load tickets shall be furnished by the [County] [City] [State]. A copy of the load ticket to be used by the contractor shall be submitted for [COR] [City] [County] [State] approval prior to beginning work. [The Contractor shall provide all load tickets to the [City] [County] [State].] The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts. An example load ticket is included as an attachment.

3.2. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number
- Point of Debris Collection
- Loading Departure Time/Inspector
- Dump Arrival Time/Inspector
- Debris Weight
- Tare Weight
- Truck Driver
- Debris Classification
- Dumpsite
- Debris Eligibility (Y/N)

3.3. A minimum four-part load ticket will be issued by a [COR] [City] [County] [State] monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the certified scales, the vehicle operator shall give the entire four-part load ticket to the [COR] [City] [County] [State] monitor. The [COR] [City] [County] [State] monitor will verify the hauler and equipment and establish a weight of the eligible debris load. After documenting this data on the load ticket, the [COR] [City] [County] [State] monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the [COR] [City] [County] [State] monitor and the fourth [to FEMA] [for any other entity that may need a copy]. The original weigh ticket generated at the certified scales shall be attached to the original load ticket. Both the load ticket and the weigh ticket will be submitted with the daily report.

4.0 DEBRIS CLASSIFICATION.

4.1. Eligible Debris. Eligible debris is considered all storm related debris located within the right of way [, applicant owned properties] and defined below.

[Enter the classifications of debris applicable to the disaster. Some example categories are burnable, non-burnable, hazardous and toxic waste (typically excluded from the contract), clean fill (if approved by state and local environmental authorities), salvageable (metals and may contain appliances if a recycler is available), stumps, etc.]

Comment [M2]: May need to change this to incineratable or non-incineratable if a sensitive issue with local authorities.

5.0 PERFORMANCE SCHEDULE.

- 5.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2. Prior to commencing debris removal operations a contractor shall, with the [COR's] [City's] [County's] [State's] direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3. All activity associated with debris operations shall be performed during [enter working hours]. The contractor may work [number of days] days per week, [including or excluding] holidays.
- 5.4. Maximum allowable time for completion will be [enter number of] calendar days, unless the [COR] [City] [County] [State] initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable [city,] county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

6.0 EQUIPMENT.

- 6.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the [COR] [City] [County] [State]. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be weighed and marked for its tare weight. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use will inspect all equipment. The [COR] [City] [County] [State] [Contractor] will provide a form for this purpose.
- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished [to or by] the Contractor. [The signs remain the property of the [COR] [City] [County] [State], and will be returned to the [COR] [City] [County] [State] at the conclusion of the

contract.] Magnetic signs are not permitted. The signs shall contain the following information:

- Company Name
- Truck Number
- Tare
- Inspected by and Date

An example sign is included as an attachment.

- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the [COR] [City] [County] [State] all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be weighed to determine the tare weight. Each truck or trailer shall be numbered and clearly display the tare weight for identification with a permanent marking. The [COR] [City] [County] [State] may, at any time, request that the trucks be re-weighed. The Contractor shall notify the [COR] [City] [County] [State] each time a new truck, trailer or container is to be used under this contract. [This paragraph typically applies if scales other than those at the landfill are being used. If only landfill scales are being used, the trucks are typically weight going in and leaving the landfill.]
- 6.4. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the [COR] [City] [County] [State].
- 6.6. [The contractor shall provide portable restroom facilities at all dumpsites.]

7.0 REPORTING.

- 7.1. The Contractor shall submit a report to the [COR] [City] [County] [State] during each day of the term of the contract. A sample daily operational report is attached. Each report shall contain, at a minimum, the following information:
- Contractor's Name
 - Contract Number
 - Crew
 - Location of work
 - Day of Report
 - Daily and cumulative totals of debris removed, by category
- 7.2. Discrepancies between the daily report and the corresponding weigh tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATIONS.

- 8.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2. The Contractor shall be duly licensed in accordance with the city's, state's and county's statutory requirements to perform the work.
- 8.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the [COR] [City] [County] [State].
- 8.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with [[County] [City] [State] Safety Standards and] OSHA standards.
- 8.5. The [COR] [City] [County] [State] [Contractor] is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 8.6. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.7. The [COR] [City] [County] [State] may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

9.0 FINAL DISPOSITION

[The method of final disposal will be determined by the contracting authority.] Landfill disposal fees are the responsibility of the [COR] [City] [County] [State].

10.0 MEASUREMENT.

Measurement for all debris removed will be by the ton [or each for stumps] as determined by the eligible debris delivered to the certified scales (except stumps) minus the tare weight, as supported by the weigh ticket. Measurement shall be documented by the weigh ticket.

11.0 BONDING AND INSURANCE

- 11.1. Prior to signing of contract, contractor agrees to furnish the [COR] [City] [County] [State] with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements.

In addition, a payment and performance bond equal to the bid or \$1,000,000.00, whichever is higher, is required within 24 hours of award of the contract. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the contractor is unable to obtain bonding.

- 11.2. The Contractor shall save and hold the [County] [City] [State] harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

12.0 PAYMENT.

- 12.1. Payment for work completed may be invoiced on a [bi-weekly, semi-monthly or monthly] basis. Invoices will be based on reconciled weigh tickets from the daily operational reports.
- 12.2. Time is of the essence to the performance hereunder and the [County] [City] [State] shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the [County's] [City's] [State's] authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 12.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the [County's] [City's] [State's] authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the [County's] [City's] [State's] authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12.4. The [County] [City] may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

- 12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the [County's] [City's] [State's] authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the [County's] [City's] [State's] authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the [Name of County Commissioners] [Name of City Board of Supervisors], [State Authority] the [County's] [City's] [State's] authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the [County's] [City's] [State's] authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the [County's] [City's] [State's] authorized agent, with [city] [and county] [and State] concurrence, shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF CONTRACT

- 14.1. This contract may be terminated at any time for the convenience of the [County] [City] [State]. The [County] [City] [State] agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 14.2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the [County's] [City's] [State's] authorized agent within 24 hours of delivery of notice of said deficiency. The [County] [City] [State] retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. This contract is binding upon and inures to the benefit of the [County] [City] [State] or Assigns and is the whole agreement of the parties and governed by the Law of the State of [State]. The appropriate venue for any litigation resulting hereunder is the [Name of County] [Name of City] [Name of State] Court, [State].
- 15.2. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts

and that all subcontractors used in the performance of this contract have the same qualifications.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2. Corrective Actions. If deficiencies are identified, the [County] [City] [State] must take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 16.2.1. Stop Unsafe Work. The [County's] [City's] [State's] authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2. Issue a Stop Work Order. If the [County's] [City's] [State's] authorized agent determines the deficiency is serious, the [County] [City] [State] can issue a stop work order.
 - 16.2.3. Reduced Value Deduction. The [County] [City] [State] may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, [County] [City] [State] or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".
 - 16.2.4. The Contract may be terminated.
- 16.3. The [County] [City] [State] may discuss corrective actions with the Contractor to prevent future occurrences.
- 16.4. The [County's] [City's] [State's] authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the [County's] [City's] [State's] authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the [County's] [City's] [State's] authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1. At the time of award, the Contractor shall designate, in writing, a CR to receive any Notice required hereunder and who shall be available at the local work site in [City or County Name], [State], during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the [County's] [City's] [State's] authorized agent at the time of award.
- 17.2. The only [County] [City] [State] personnel authorized to receive any Notice required hereunder are the [County's] [City's] [State's] authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the [County] [City] [State] .

18.0 OTHER CONTRACTS.

The [COR] [City] [County] [State] reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 ENCLOSURES/ATTACHMENTS.

- Example Daily Operational Report
- Example Load Ticket
- Example Truck Placard
- Dumpsite Location Maps
- Bidding Schedule

20.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide [Name of County Commissioners] [Name of City Board of Supervisors] [State Authority] the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to [Name of County] [Name of City] [State Name].

The Contractor shall provide proof of Workman's Compensation as required by the State of [State].

As agreed upon by the [Name of County Commissioners] [Name of City Board of Supervisors] [State Authority] and _____(Contractor name) local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the [attached BIDDING SCHEDULE](#).

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this _____ (date).

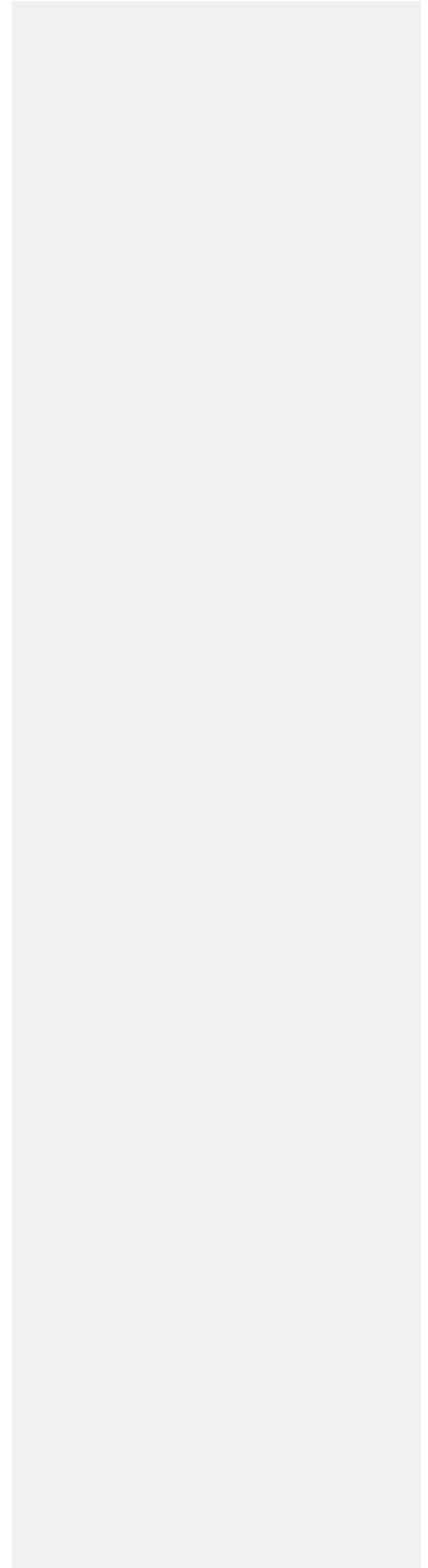
[COUNTY] [CITY] [STATE] of [NAME], [STATE] _____ (Contractor)

By: _____
[Name], [Title]

By: _____
[Name], [Title]

By: _____
[Name], [Title]

By: _____
[Name], [Title]



ATTACHMENT

EXAMPLE DAILY OPERATIONAL REPORT

CONTRACT NO. _____

DAILY REPORT					
CONTRACTOR:				DATE OF REPORT:	
CONTRACT NO:					
Truck No.	Location of Work	Landfill Trips	Tonnage Totals	Local Collection Site Trips	Tonnage Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
		DAILY TOTALS			

ATTACHEMENT
EXAMPLE DAILY OPERATIONAL REPORT
CONTRACT NO. _____

Date	Load Ticket #	Landfill Ticket #	Time	Truck #	Tare	Actual Weight minus Tare	Eligible (Y/N)	Comments

ATTACHMENT
LOAD TICKET SAMPLE

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Tare (ton):	
Load Size (Tons):		
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

ATTACHMENT
SAMPLE TRUCK PLACARD

Company Name

Truck Number

Tare

Weighed by and Date

**ATTACHMENT
DUMPSITE LOCATION MAPS**